



STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)  
REQUEST FOR PROPOSAL (RFP)

AMENDMENT NO.: 1  
RFP NO.: B3Z14017  
TITLE: Janitorial Services – Maplewood  
ISSUE DATE: August 15, 2013

REQ NO.: 314 332013CH020  
BUYER: Kyle Wilde  
PHONE NO.: (573) 751-4148  
E-MAIL: kyle.wilde@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: September 9, 2013 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in DPMM office (301 W High Street, Room 630) by the return date and time.

RETURN PROPOSAL AND AMENDMENT(S) TO:

(U.S. Mail)

DPMM

PO BOX 809

JEFFERSON CITY MO 65102-0809

or

(Courier Service)

DPMM

301 WEST HIGH STREET, ROOM 630

JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: November 1, 2013 through October 31, 2014

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:	State Agency Name and Address:
3248-3256 Laclede Station Road Maplewood, MO	Office of Administration, Division of Facilities Management, Design and Construction 301 West High Street, Room 730 Jefferson City, MO 65102

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by this and any previously issued RFP amendments. The offeror should, as a matter of clarity and assurance, also sign and return all previously issued RFP amendment(s) and the original RFP document. The offeror agrees that the language of the original RFP as modified by this and any previously issued RFP amendments shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.	
MAILING ADDRESS		IRS FORM 1099 MAILING ADDRESS	
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE	
CONTACT PERSON		EMAIL ADDRESS	
PHONE NUMBER		FAX NUMBER	
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN		VENDOR NUMBER (IF KNOWN)
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ IRS Tax-Exempt			
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

**AMENDMENT #1 to RFP B3Z14017**

**TITLE:** Janitorial Services – Maplewood

**CONTRACT PERIOD:** November 1, 2013 through October 31, 2014

Paragraph 1.2.1 a. of RFP B3Z14017 has been revised.



STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)  
REQUEST FOR PROPOSAL (RFP)

RFP NO.: B3Z14017  
TITLE: Janitorial Services – Maplewood  
ISSUE DATE: August 15, 2013

REQ NO.: NR 314 332013CH020  
BUYER: Kyle Wilde  
PHONE NO.: (573) 751-4148  
E-MAIL: kyle.wilde@oa.mo.gov

**RETURN PROPOSAL NO LATER THAN: September 9, 2013 AT 2:00 PM CENTRAL TIME**

**MAILING INSTRUCTIONS:** Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in DPMM office (301 W High Street, Room 630) by the return date and time.

(U.S. Mail)	or	(Courier Service)
<b>RETURN PROPOSAL TO: DPMM</b>		<b>DPMM</b>
<b>PO BOX 809</b>		<b>301 WEST HIGH STREET, RM 630</b>
<b>JEFFERSON CITY MO 65102-0809</b>		<b>JEFFERSON CITY MO 65101-1517</b>

**CONTRACT PERIOD: November 1, 2013 through October 31, 2014**

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:	State Agency Name and Address:
3248-3256 Laclede Station Road Maplewood, MO	Office of Administration, Division of Facilities Management, Design and Construction 301 West High Street, Room 730 Jefferson City, MO 65102

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 12/27/12). The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

**SIGNATURE REQUIRED**

DOING BUSINESS AS (DBA) NAME	LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.
MAILING ADDRESS	IRS FORM 1099 MAILING ADDRESS
CITY, STATE, ZIP CODE	CITY, STATE, ZIP CODE

CONTACT PERSON		EMAIL ADDRESS	
PHONE NUMBER		FAX NUMBER	
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN	VENDOR NUMBER (IF KNOWN)	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ IRS Tax-Exempt			
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

## 1. INTRODUCTION AND GENERAL INFORMATION

### 1.1 Introduction:

- 1.1.1 This document constitutes a request for competitive, sealed proposals for the provision of janitorial services for a state-leased building located in Maplewood, MO as set forth herein.
- 1.1.2 Organization - This document, referred to as a Request for Proposal (RFP), is divided into the following parts:
  - 1) Introduction and General Information
  - 2) Contractual Requirements
  - 3) Proposal Submission Information
  - 4) Pricing Page
  - 5) Exhibits A-F
  - 6) Attachment 1
  - 7) Terms and Conditions

### 1.2 Background Information:

- 1.2.1 Currently, the State of Missouri leases the following building in Maplewood, MO.

<b>Paragraph revised via Amendment #1</b>
---

- a. The building located at 3248-3256 Laclede Station Road, Maplewood, Missouri consists of offices of the Department of Public Safety – Missouri State Highway Patrol, Department of Revenue, and Department of Elementary and Secondary Education – Division of Vocational Rehabilitation. The building is approximately 24,384 total square feet.
- 1.2.2 A previous contract exists for the services being obtained via this RFP. A copy of the contract can be viewed and printed from the Division of Purchasing and Materials Management's Awarded Bid & Contract Document Search System located on the Internet at: <http://www.oa.mo.gov/purch>. In addition, all proposal and evaluation documentation leading to the award of that contract may also be viewed and printed from the Division of Purchasing and Materials Management's Awarded Bid & Contract Document Search System. Please reference the Bid number B3E11042 or the contract number C311042001 when searching for these documents.
- 1.2.3 Although an attempt has been made to provide accurate and up-to-date information, the State of Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

### 1.3 Tour of Building:

- 1.3.1 A tour of the building identified herein will be held on August 27, 2013 beginning promptly at 1:00 p.m.
- 1.3.2 The purpose of the tour is to provide offerors with the opportunity to inspect, examine, and assess the building and to determine any existing conditions and factors of the building that may affect the performance of the services required herein.
- 1.3.3 A record of those offerors attending the tour will be maintained for verification purposes. The offeror shall be responsible for ensuring their attendance at the tour is documented.
- 1.3.4 **OFFERORS SHALL NOT BE PERMITTED TO SCHEDULE A TOUR AT A DIFFERENT TIME OR DATE NOR SHALL THE OFFERORS BE ALLOWED TO COMMUNICATE WITH THE TENANTS OF THE BUILDING OR THE DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION OTHER THAN DURING THE TOUR.**

- 1.3.5 All questions regarding the Request for Proposal and/or the competitive procurement process **must** be directed to Kyle Wilde of the Division of Purchasing and Materials Management at (573) 751-4148 or [kyle.wilde@oa.mo.gov](mailto:kyle.wilde@oa.mo.gov).
- 1.3.6 Offerors are strongly encouraged to advise the Division of Purchasing and Materials Management, at least five (5) days prior to the scheduled tour of the building, of any special accommodations needed for disabled personnel who will be attending the tour so that these accommodations can be made.

## **2. CONTRACTUAL REQUIREMENTS**

### **2.1 General Requirements:**

- 2.1.1 The contractor shall provide janitorial services for the state-leased building located at 3248-3256 Laclede Station Road, Maplewood, MO for the Office of Administration, Division of Facilities Management, Design & Construction, (hereinafter referred to as the “*state agency*”), in accordance with the provisions and requirements specified herein and to the sole satisfaction of the state agency.
- 2.1.2 The contractor shall agree and understand that the state agency may add or delete buildings located in Maplewood, MO at any time during the term of the contract. Any added or deleted buildings for which the contractor shall provide services shall be made by an amendment to the contract issued by the Division of Purchasing and Materials Management at least thirty (30) calendar days prior to the contractor beginning/discontinuing janitorial services at the additional/deleted building.
- a. Immediately following receipt of the written notification of an additional building, the contractor shall notify the state agency if the contractor is not able to provide janitorial services for the identified building.
  - b. The contractor shall begin/discontinue providing janitorial services on the date specified by the state agency.
  - c. The contractor shall provide janitorial services for any additional buildings in accordance with the same terms, conditions, and pricing stated herein.
- 2.1.3 The contractor shall provide services for those areas of the building(s) specified by the state agency.
- a. The contractor shall agree and understand that the state agency may add or delete areas of the building(s) at any time during the term of the contract.
- 2.1.4 The contractor must perform all janitorial services as required herein in a consistent manner satisfactory to and acceptable by the state agency in order to provide a clean and sanitary environment for the building(s), the buildings’ contents, the buildings’ tenants, and the general public. The contractor shall agree and understand that the buildings’ tenants shall assign a contact person (hereinafter referred to as the “*lead tenant contact person*”) to inspect, review, oversee, and coordinate janitorial services with the contractor.
- 2.1.5 Unless otherwise specified herein, the contractor shall furnish all material, labor, equipment, supplies, and cleaning products necessary to perform the services required herein.

### **2.2 Product, Equipment, and Supply Requirements:**

- 2.2.1 The contractor must furnish and maintain, in good repair, all equipment including, but not limited to mops, brooms, buffers, vacuums, and any other equipment necessary.
- a. All equipment provided by the contractor must be commercial grade.
  - b. The contractor must supply vacuum cleaners that meet requirements of the Carpet and Rug Institutes “Green Label” Vacuum Cleaner Criteria and are capable of capturing 96% of particulates 0.3 microns in size and operate with a sound level less than 70 decibels (dBA). (Information on CRI Green Label certification can be found at [www.carpet-rug.org](http://www.carpet-rug.org).)
  - c. Vacuums must be equipped with the proper filter or bag. The filters must be changed or cleaned consistent with the manufacturer’s recommendations. Vacuum bags or canisters shall be inspected

at least every two hours and changed or replaced when half full or when indicated by a bag sensor, if vacuum is so equipped.

- 2.2.2 Products, Supplies, and Materials (also referred to as "*products*") – The contractor shall agree and understand that the state agency shall have the right to approve/disapprove the use of any product used in the performance of the services required herein.
- a. *Environmentally Preferable* - In the performance of the services required herein, the contractor should use environmentally preferable products, unless specified elsewhere.
    - 1) For the purposes of the contract, "*environmentally preferable*" shall be defined as those products that have a lesser or reduced effect on human health and the environment when compared with competing products that serve the same purpose. The comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse/post consumer content, operation, biodegradability, and pollution prevention through source reduction.
  - b. Active microfiber technology should be used where appropriate to reduce cleaning chemical consumption.
- 2.2.3 The contractor shall furnish supplies including plastic wastebasket liners, toilet tissue, paper towels for restrooms, liquid hand soap, disposable liners for sanitary napkin cans, sand for ash trays, blood and bodily fluid cleanup kits, and all cleaning products necessary to perform the services required herein.
- a. Toilet tissue should be non-chlorine bleached, 2-ply roll, must fit the tissue dispenser installed in the building(s), and should contain a minimum 20% post-consumer recycled paper (Envision, Scott, Cascades, Green Select, or equal).
  - b. Paper towels should be unbleached, must be folded to fit dispensers installed in the building, and should contain a minimum of 40% post-consumer recycled paper (Georgia Pacific, Scott, or equal).
  - c. Liquid hand soap must be a good grade containing antiseptic.
  - d. Plastic trash can liners should be manufactured using 30% recycled materials and of good grade.
  - e. Blood spill and body fluid kits shall meet OSHA standards for blood borne pathogen exposure control.
- 2.2.4 The contractor must provide and maintain in good repair rugs/mats of the size, type, and quantity deemed necessary by the state agency. The contractor must replace such rugs/mats as deemed necessary by the state agency.
- 2.2.5 The contractor shall be assigned a janitorial closet(s) in the building for storage of equipment and a limited quantity of the products and supplies necessary for the building.
- 2.2.6 The contractor shall not use any product, equipment, or supplies which may be injurious or damaging to the surfaces upon which they are to be applied.
- 2.2.7 Prior to the contractor's use of any product/chemical in the building, the contractor shall provide a Material Safety Data Sheet for each such product/chemical. The contractor must maintain a file of the Material Safety Data Sheets in the janitorial closet in the building. The Material Safety Data Sheets shall become the property of the State of Missouri.
- 2.3 **Specific Service Requirements:** The contractor shall perform the following tasks in order to keep all surfaces clean and free of dust, cobwebs, spots, spills, scuffs, other debris, etc. The contractor shall perform the listed tasks between the hours of 6:00 p.m. and 12:00 a.m., Monday through Friday, excluding state holidays, unless other days or times are approved by the lead tenant contact person.

2.3.1 **DAILY REQUIREMENTS:** The contractor shall perform the following tasks on a daily basis (Monday through Friday).

- a. Empty all wastebaskets and deposit the trash into appropriate waste disposal containers.
- b. Wash wastebaskets and replace plastic liners, as needed in general staffing areas. Change all liners in kitchens, break rooms, and the lobby.
- c. Thoroughly vacuum all carpet, including all entrance and exit rugs/mats. As stains appear, spot clean the carpet.
- d. Thoroughly sweep and wet mop all hard surface floors to give a clean and satisfactory appearance.
- e. When necessary, replace contractor-provided rugs/mats.
- f. Clean both sides of entrance door glass, clean door glass frames and accompanying glass panels including transoms (inside and outside), removing all fingerprints and dirt. Spot clean all interior glass.
- g. Sift sand and remove cigarette butts from all smoking receptacles outside the building. Replace sand when it becomes discolored.
- h. Remove all trash and sweep sidewalks for ten feet (10') from all entrances/exits to the building.
- i. Spot clean all walls, doors, frames, and partition surfaces, including light switches when required, to give a clean satisfactory appearance.
- j. Clean janitorial closets after completion of the daily tasks and before exiting the building.
- k. Address any and all related and conditional miscellaneous janitorial cleaning duties which may arise as a result of accidental spilling of any office materials or supplies.

2.3.2 **WEEKLY REQUIREMENTS:** The contractor shall perform the following tasks at least one (1) time per week.

- a. Spray buff all hard surface floors.
- b. Dust all flat surfaces including, but not limited to, file cabinets, conference tables and stands, bookshelves, coat racks, window sills, hand rails, etc.
- c. Clean the tops, fronts, and sides of all vending machines.
- d. Remove all trash and debris from the outside perimeter of the building, including parking lot(s).

2.3.3 **MONTHLY REQUIREMENTS:** The contractor shall perform the following tasks one (1) time per month, within the first ten (10) consecutive work days of each month.

- a. Thoroughly scrub all hard surface floor areas removing all scuffs and black marks. Apply skid-proof floor wax finish as required to display a clean floor.
- b. Clean/dust all venetian/mini-blinds.
- c. Clean all baseboards.
- d. Clean/Vacuum cloth cubicle partitions, including the bases and tops.

- e. Brush and spot clean fabric furniture.
- f. Remove cobwebs from all ceilings, doors, and corners within the building.
- g. Clean light fixtures, as needed, to remove insects, dirt, etc., in and on the fixtures.
- h. Clean/vacuum all vents.

2.3.4 **QUARTERLY REQUIREMENTS:** The contractor must perform the tasks listed below every quarter prior to January 10, April 10, July 10, and October 10.

- a. Clean interior windows and other glass surfaces.
- b. Thoroughly wash, clean, and disinfect all wastebaskets.

2.3.5 **SEMI-ANNUAL REQUIREMENTS:** The contractor must perform the tasks listed below every six months in April and again in October prior to the 10<sup>th</sup> of the month. The first performance of each task must be within the first sixty (60) calendar days of the effective date of the contract. However, depending on the effective date of the contract and the condition of the building, the state agency may waive the requirement for performing one or more of the following tasks for the first six months of the original contract period only.

- a. Strip and refinish all hard surface floors with five (5) coats of skid-proof wax.
- b. Deep clean all carpet via wet extraction method. The contractor must notify the lead tenant contact person at least seventy-two (72) hours in advance of carpet cleaning in order for the building tenants to prepare for the carpet cleaning. In addition, the contractor shall resolve problem areas as requested by the lead tenant contact person.
- c. Thoroughly wash all exterior windows, including frames and mullions, to maintain a satisfactory appearance.
- d. Vacuum all upholstered furniture.

**2.4 Restroom, Kitchen, and Break Room Requirements:** The contractor shall clean and disinfect all restrooms, kitchens, and break rooms located in the building in accordance with the following. For purposes of restroom, kitchen, and break room requirements, “*clean*” shall be defined as disinfecting, polishing, and removing all water spots. Disinfectant must be a “*hospital*” grade quaternary disinfectant that kills fungus, viruses, and bacteria and has organic soil tolerance.

The contractor shall perform the listed tasks between the hours of 6:00 p.m. and 12:00 a.m., Monday through Friday, excluding state holidays, unless other days or times are approved by the lead tenant contact person. However, if any area of any building is occupied by the Department of Social Services, Child Support Enforcement, the contractor must perform the listed tasks between the hours of 7:30 a.m. and 5:00 p.m. for the area of the building occupied by Child Support Enforcement.

2.4.1 **DAILY REQUIREMENTS:** The contractor shall perform the following tasks on a daily basis (Monday through Friday).

- a. Clean all kitchen and break rooms including washing and disinfecting all hard surfaces. Clean and disinfect sinks.
- b. Clean and disinfect drinking fountains.

- c. Clean toilet bowls and seats, urinals, hand basins, counter tops, and the walls around these fixtures.
- d. Clean all mirrors, bright work, chrome pipes, and fittings.
- e. Sweep and wet mop all restroom floors using a disinfectant.
- f. Clean stall partitions, doors, door frames, and push plates (all sides). Dust or wipe all horizontal surfaces.
- g. Empty and clean (inside and out) all trash containers and disposals; change liners daily. Replace all sanitary napkin receptacle liners.
- h. Restock restroom dispensers to normal limits (soap, toilet tissue, paper towels).
- i. Report any and all damage found.

2.4.2 **WEEKLY REQUIREMENTS:** The contractor shall perform the following tasks one (1) time per week.

- a. Spray buff floors.
- b. Pour five (5) gallons of water down each floor drain.

2.4.3 **MONTHLY REQUIREMENTS:** The contractor shall perform the following tasks one (1) time per month, within the first ten (10) consecutive work days of each month, the contractor must perform the tasks listed below.

- a. Clean and disinfect all walls.
- b. Clean all (supply and return) air diffusers.
- c. Scrub all restroom floors. Apply five (5) coats of skid proof finish on vinyl floors. No finish on ceramic tile floor.

## **2.5 Personnel Requirements:**

2.5.1 Working Supervisor - The contractor shall provide a Working Supervisor who shall be located on-site and shall provide a minimum of twenty (20) hours of services per week at times prescribed by the state agency. The Working Supervisor must have at least two (2) years of recent experience in directing cleaning type operations in a supervisory capacity. At a minimum, the contractor's Working Supervisor shall:

- a. Supervise all the contractor's personnel providing janitorial services.
- b. Inspect services performed each day and assure that all requirements are completed satisfactorily and acceptable to the state agency standards.
- c. Train and assign duties for the contractor's personnel as necessary.
- d. Work with and maintain a positive working relationship with the state agency's staff, the tenants of the building(s), and the general public.
- e. Ensure that the reports are submitted as required and as needed.
- f. Contact the state agency's housekeeper on a daily basis regarding problems and other directions.

- g. Meet with the state agency two times per week during normal business hours (8:00 a.m. to 5:00 p.m.) to discuss janitorial issues.
  - h. Meet with the building tenants, according to a schedule approved by the state agency and the building tenants, to discuss janitorial issues.
- 2.5.2 The state agency reserves the right to approve or disapprove appointment of any of the contractor's personnel to provide services required by the contract. The state agency also reserves the right to request replacement of any person assigned to provide services. Unless the situation regarding the contractor's assigned personnel requires immediate replacement, the contractor shall be allowed at least fourteen (14) calendar days after notification to replace unsatisfactory personnel.
- 2.5.3 The contractor shall supervise all the contractor's personnel and the services provided by such personnel as required to satisfactorily perform the requirements of the contract.
- 2.5.4 The contractor, or the contractor's personnel designated as a representative of the contractor (hereinafter referred to as the "*contractor contact person*"), must be available during normal business hours (8:00 a.m. to 5:00 p.m.) for telephone conversations and/or meetings with personnel from the state agency and the lead tenant contact person regarding the janitorial services.
  - a. Such contractor contact person must have the express authority to speak on behalf of the contractor and make decisions on behalf of the contractor.
  - b. By no later than ten (10) business days after the award of the contract, the contractor shall provide the state agency and lead tenant contact person with the name, address, and telephone number for the contractor contact person.
- 2.5.5 If requested by the state agency or the lead tenant contact person, the contractor contact person shall accompany the state agency or the lead tenant contact person in a walk-through of the building(s). During the walk-through, the state agency or the lead tenant contact person shall provide specific instructions and directions to the contractor contact person regarding the required janitorial services and the state agency's or the lead tenant contact person's expectations. If requested, such walk-through will typically occur within fourteen (14) calendar days of the effective date of the contract. Additionally, the contractor contact person shall accompany the state agency or the lead tenant contact person on a walk-through of the building(s) at any other time during the term of contract as specified by the state agency or the lead tenant contact person. Such additional walk-through will typically be requested to address substandard, deficient, or incomplete services being provided by the contractor.
- 2.5.6 The contractor shall perform the requirements specified herein using "*team cleaning*". "*Team cleaning*", as used herein shall be defined as cleaning in which the contractor's personnel are assigned to individual tasks such as dusting, emptying trash, or vacuuming for all areas as opposed to assigning one (1) person general cleaning tasks for an assigned area.
- 2.5.7 The contractor's personnel shall only be allowed in work areas to which they are assigned. The contractor's personnel shall only take rest breaks in pre-assigned areas.
- 2.5.8 The contractor must ensure that each of the contractor's assigned personnel are reasonably dressed and groomed while on site, are wearing an article of clothing identifying the contractor, and have a visible picture identification tag at all times.
- 2.5.9 The contractor and/or the contractor's personnel must sign-in immediately upon arrival and prior to any services being provided and sign-out prior to leaving the building. The contractor must provide the sign-in/sign-out sheets. In addition, the sign-in/sign-out sheets must remain at a location designated by the state agency or lead tenant contact person.

- 2.5.10 The contractor's personnel shall not loiter in the building nor smoke anywhere in the building(s), including any interior loading dock area.
- 2.5.11 The contractor shall not use nor allow the contractor's personnel to use any State of Missouri telephones or equipment in the building.

## **2.6 Security Requirements:**

- 2.6.1 The contractor shall prevent all unauthorized persons from entering the building and shall keep the building locked while the contractor and the contractor's personnel are on the premises.
- 2.6.2 When the contractor and/or the contractor's personnel leave the building, the contractor shall lock all doors and turn off lights. In addition, if the building contains other security system(s), the contractor shall activate the system(s) according to state agency or lead tenants contact person's instructions in order to protect the security of the building.
- 2.6.3 The contractor shall be issued keys to all areas in which janitorial services shall be provided. The contractor must take care of and not lose any such keys. In addition, the contractor shall not duplicate any of the keys issued to the contractor. If evidence of duplication is ascertained beyond reasonable doubt, the State of Missouri shall have the right to immediately replace the locks and all keys and to charge the contractor for such replacement.
- a. In the event the contractor or a person assigned by the contractor to perform services loses a key(s), the contractor must notify the lead tenant contact person within one (1) working day from the date the loss is discovered. The contractor shall pay the state agency for the actual costs incurred for the replacement of all locks and keys, including keys held by the building tenants.
  - b. At the expiration/termination/cancellation of the contract, the contractor must surrender all the keys issued to the contractor by the lead tenant contact person. Any payments due to the contractor shall be withheld until the contractor has surrendered all keys issued. In the event that all keys are not returned, the contractor shall pay the state agency for the actual costs incurred for the replacement of all locks and keys, including keys held by the building tenants.
- 2.6.4 The contractor and each of the contractor's personnel assigned to the contract must have a security clearance approved by the state agency in order to provide service under the contract. The contractor must obtain each of the required security clearances from the State Highway Patrol.
- a. By no later than twenty (20) days after the notification of award, or prior to the beginning date of the contract, whichever is earlier, and prior to assignment of any new person to provide services under the contract, the contractor shall provide the state agency with a completed *Authorization for Release of Information* (Attachment #1) individually signed by the contractor and each person assigned to the building.
  - b. By no later than twenty (20) days after the notification of award, or prior to the beginning date of the contract, whichever is earlier, and prior to the assignment of any new person to provide services under the contract, the contractor must obtain a national fingerprint-based record's check from the Missouri State Highway Patrol for each person assigned to the building.
    - 1) The contractor shall forward a copy of all results of the national fingerprint-based record's check from the Missouri State Highway Patrol to the state agency and a copy to Division of Facilities Management, Design and Construction, Leased – Janitorial Information, 301 W. High Street, Room 730, PO Box 809, Jefferson City, MO 65102.

- 2) An informational brochure on how to obtain a national fingerprint-based record's check is available on the Missouri Highway Patrol's website at: [www.mshp.dps.mo.gov](http://www.mshp.dps.mo.gov) and clicking on the "Background Checks" link at the top of the page.
- c. In the event the contractor fails to submit (1) the *Authorization of Release of Information* form and (2) the national fingerprint-based record's check to the state agency within twenty (20) days after the notification of award, the contractor shall be considered in breach of contract and subject to the available remedies including contract cancellation.
- d. The state agency and/or lead tenant contact person shall have the right to deny access to the building(s) to any of the contractor's personnel for any reason.

## **2.7 Reporting Requirements:**

- 2.7.1 Prior to performing any of the monthly, quarterly, semi-annual, and annual tasks required herein, the contractor shall notify the lead tenant contact person in writing of the anticipated beginning and completion date for each required task. The contractor must follow-up with a written notice of the satisfactory completion thereof and shall obtain the written approval of each task from the state agency. Such notification shall hereinafter be referred to as the "*task schedule notice*".
- 2.7.2 The contractor shall maintain a daily log of all services performed on that day. The daily log shall also reference any abnormal or unusual conditions affecting the physical and material aspects of the building or its contents, such as unlocked doors, breakage, damage, as well as any mitigating circumstances which prevented the contractor's personnel from performing the contractual service. The daily log shall remain at the building at a mutually agreed to location accessible to both the contractor and the lead tenant contact person. The daily log shall become the property of the State of Missouri.

## **2.8 Invoicing and Payment Requirements:**

- 2.8.1 Prior to any payments becoming due under the contract, the contractor must return a completed state Vendor Input/ACH-EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.
  - a. The contractor understands and agrees that the State of Missouri reserves the right to make contract payments through electronic funds transfer (EFT).
  - b. The contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at:  
<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>
- 2.8.2 Invoicing - The contractor shall submit a monthly invoice for services actually provided for the state agency at the address stated below. The contractor's invoice must identify the building cleaned, the number of square feet of the building cleaned, the firm, fixed per square foot, per month price as stated on the Pricing Page, the contract number, and the dates of service.

Office of Administration  
Division of Facilities Management, Design & Construction  
For Lease #09600816  
301 W. High St., Rm. 840  
P.O. Box 809  
Jefferson City, MO 65101

2.8.3 Payment - The contractor shall be paid the firm, fixed per square foot, per month price specified on the Pricing Page for janitorial services actually provided, subject to the assessment of any liquidated damages as specified herein.

- a. If a partial month of service is provided, the firm, fixed per square foot, per month price shall be divided by the total number of work days in that particular month to obtain a per square foot, per day price. The per square foot, per day price shall be, multiplied by the number of days in that particular month for which service was provided, rounded to the nearest cent.

2.8.4 Other than the payments specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.

## **2.9 Contractual Compliance and Liquidated Damages:**

2.9.1 The contractor shall understand and agree that because the contractor was familiar with the building and the conditions that existed prior to the award of the contract, the contractor shall not be relieved of the performance of the provisions and requirements specified herein.

2.9.2 Contract Monitoring - The contractor shall agree and understand that the cleanliness, safety, security, and sanitary conditions of the building are of utmost concern to the state agency. Therefore, the state agency and/or lead tenant contact person shall monitor the building on an ongoing basis and shall occasionally inspect the building throughout the effective period of the contract to ensure the cleanliness, safety, security, and sanitary conditions of the building and the contractor's compliance with the terms and conditions of the contract.

- a. Minor Infractions - If at any time during the effective period of the contract, the state agency and/or lead tenant contact person has concerns related to the performance of services by the contractor or the contractor's personnel, or the contractor's performance does not meet the requirements stated herein, or the contractor's services are not to the satisfaction of the state agency or are otherwise substandard, deficient, or incomplete, the state agency and/or lead tenant contact person shall provide written notification to the contractor of such substandard, deficient, or incomplete services. The contractor shall agree and understand that if such substandard, deficient, or incomplete services do not jeopardize the overall cleanliness, safety, security, and sanitary conditions of the building(s), as determined by the state agency, such substandard, deficient, or incomplete services shall be considered a minor infraction of the terms and conditions of the contract. Within 24 hours following such written notification, the contractor shall provide a written response to the state agency and/or lead tenant contact person addressing the contractor's approach to resolving the substandard, deficient, or incomplete services and the contractor's approach to ensure that such substandard, deficient, or incomplete services do not continue. The contractor must correct the problem within a reasonable period of time, as determined by the state agency, following the state agency and/or lead tenant contact person's written notification.
- b. The contractor shall agree and understand that if the contractor continues to provide substandard, deficient, or incomplete services, despite the notifications provided to the contractor by the state agency and/or lead tenant contact person, the State of Missouri shall consider such substandard, deficient, or incomplete services to be a significant infraction of the terms and conditions of the contract, as described below, rather than a minor infraction.
- c. Significant Infractions -
  - 1) In the event the state agency and/or lead tenant contact person has concerns related to the overall cleanliness, safety, security, and/or sanitary conditions of the building as a result of substandard, deficient, or incomplete services provided by the contractor, the Division of Purchasing and Materials Management shall consider these substandard, deficient, or

incomplete services as a significant infraction of the terms and conditions of the contract and shall notify the contractor of the substandard, deficient, or incomplete services. Among other substandard, deficient, or incomplete services, the state agency considers the contractor's (1) failure to maintain up-to-date and accurate security clearances, (2) failure to clean and disinfect the restrooms in the building(s), (3) failure to maintain the security of the building(s), (4) failure of the contractor's personnel to show-up to provide the required services, and (5) failure of the contractor contact person to participate in the walk-through when requested by the state agency as a significant infraction of the terms and conditions of the contract. The Division of Purchasing and Materials Management shall provide the contractor with the opportunity to cure these contractual breach issues, if appropriate.

- 2) The contractor shall respond to the Division of Purchasing and Materials Management's notification and shall address the contractor's approach to resolving the substandard, deficient, or incomplete services and the contractor's approach to ensure that such substandard, deficient, or incomplete services do not continue.
  - 3) If the contractor fails to resolve the breach issue or if the contractor continues to provide substandard, deficient, or incomplete services, the Division of Purchasing and Materials Management may cancel the contract, as described in the Cancellation of Contract provisions included within the attached Terms and Conditions. Additionally, the contractor may be subject to other remedies available to the State of Missouri, including the assessment of liquidated damages, as described below.
  - 4) However, the contractor shall agree and understand that due to the seriousness of the substandard, deficient, or incomplete services, the Division of Purchasing and Materials Management shall have the right to cancel the contract immediately without providing the contractor the opportunity to remedy the breach.
- d. The contractor shall understand and agree that the State of Missouri shall be the final judge as to what constitutes a substandard, deficient, or incomplete service, and the determination as to what constitutes a minor infraction and a significant infraction, and other performance concern as stated herein. Any such determination by the State of Missouri shall be final and without recourse.

2.9.3 Liquidated Damages - The contractor shall agree and understand that the provision of the janitorial services in accordance with the requirements stated herein is considered critical to the efficient operations of the State of Missouri. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply with the requirements, the contractor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.

- a. For each incident in which the contractor fails to perform any Quarterly, Semi-Annual, or Annual task required herein, or performs a Quarterly, Semi-Annual, or Annual task in a substandard, deficient, or incomplete manner as determined by the state agency, the state agency shall have the right to assess liquidated damages in the amount of \$550 for a building in excess of 10,000 cleanable square feet. The state agency may assess liquidated damages for each day the task was required to be performed until the task is performed and approved.
- b. The state agency shall have the right to assess liquidated damages in the amount of \$50.00 for each written notification of a minor infraction sent to the contractor. Additionally, the state agency shall have the right to assess liquidated damages in the amount of \$100.00 for each written notification of a significant infraction sent to the contractor from the Division of Purchasing and Materials Management.
- c. In the event the contractor fails to respond to the state agency, lead tenant contact person, or the Division of Purchasing and Materials Management's notification of substandard, deficient, or

incomplete services or in the event the contractor fails to correct the problem within a reasonable period of time, the contractor shall be assessed liquidated damages in accordance with one or more of the following calculations:

- 1) If the state agency hires an outside/private company to correct the substandard, deficient, or incomplete service, the contractor shall be responsible for the total cost charged by such company to perform the service.
  - 2) If the state agency uses State of Missouri personnel or resources to correct the substandard, deficient, or incomplete service, the contractor shall be responsible for the actual costs incurred by the State of Missouri. Such actual costs shall be calculated by the per hour price of the state personnel who performed the service and shall include material costs, etc.
  - 3) For each day the contractor fails to respond to the state agency, the lead tenant contact person, or the Division of Purchasing and Materials Management's notification of substandard, deficient, or incomplete service, the state agency may assess liquidated damages in the amount of \$10.00 per day until a response is received.
- d. For each day that a required report, document, or notification is late, the state agency may assess liquidated damages in the amount of \$10.00 per day until such report, document, or notification is received. Such liquidated damages shall apply to each of the following:
- 1) Security Clearance documentation
  - 2) Task Schedule Notice
  - 3) Daily Log
  - 4) Material Safety Data Sheets
- e. In the event of any breakage, damage, theft, or loss of the equipment, supplies, materials, or other items in the building through negligence or other inappropriate actions of the contractor or the contractor's personnel while working on the building's premises, the contractor shall pay damages to the state agency in the actual amount of such loss.
- f. The contractor shall also agree and understand that such liquidated damages shall either be deducted from the contractor's invoices pursuant to the contract or paid by the contractor as a direct payment to the state agency at the sole discretion of the state agency.
- g. The contractor shall understand that the liquidated damages described herein shall not be construed as a penalty.
- h. The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of the State of Missouri and shall be in addition to, not in lieu of, the rights of the State of Missouri to pursue other appropriate remedies.

## **2.10 Other Contractual Requirements:**

- 2.10.1 Contract - A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) the Division of Purchasing and Materials Management's acceptance of the proposal by "notice of award". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- a. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized

purchase order or other form of authorization given to the contractor at the discretion of the state agency.

- b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

2.10.2 Contract Period - The original contract period shall be as stated on page 1 of the Request for Proposal (RFP). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

2.10.3 Renewal Periods - If the option for renewal is exercised by the Division of Purchasing and Materials Management, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page of the contract.

- a. If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.
- b. In addition, the contractor shall understand and agree that renewal period price increases specified in the contract are not automatic. At the time of contract renewal, if the state determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted. The contractor shall also understand and agree the state may determine funding limitations necessitate a decrease in the contractor's pricing for the renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.

2.10.4 Termination - The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

2.10.5 Transition:

- a. Upon award of the contract, the contractor shall work with the state agency and any other organizations designated by the state agency to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the state agency.
- b. Upon expiration, termination, or cancellation of the contract, the contractor shall assist the state agency to ensure an orderly and smooth transfer of responsibility and continuity of those services

required under the terms of the contract to an organization designated by the state agency. Such assistance shall include completion of all Daily Requirements on the last effective day of the contract including restocking of all dispensers to normal limits.

- 2.10.6 Contractor Liability - The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.
- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
  - b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
  - c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); or (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.
- 2.10.7 Insurance - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. General and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured.
- 2.10.8 Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.
- a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
  - b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
  - c. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.
  - d. Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor

or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that

- 1) The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
- 2) The contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

2.10.9 Participation by Other Organizations - The contractor must comply with any Organization for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded proposal.

- a. The contractor shall prepare and submit to the Division of Purchasing and Materials Management a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing and Materials Management.
- b. The Division of Purchasing and Materials Management will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded proposal. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Division of Purchasing and Materials Management determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.
- c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other organizations for the blind/sheltered workshops to fulfill the participation requirements committed to in the contractor's awarded proposal.
  - 1) The contractor must obtain the written approval of the Division of Purchasing and Materials Management for any new entities. This approval shall not be arbitrarily withheld.
  - 2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing and Materials Management detailing all efforts made to secure a replacement. The Division of Purchasing and Materials Management shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.
- d. No later than thirty (30) days after the effective date of the first renewal period, the contractor must submit an affidavit to the Division of Purchasing and Materials Management. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit available on the Division of Purchasing and Materials Management's website at <http://oa.mo.gov/purch/vendor.html> or another affidavit providing the same information.

2.10.10 Substitution of Personnel - The contractor agrees and understands that any substitution of the specific key individual(s) and/or personnel qualifications identified in the proposal must be with individual(s) of equal or better qualifications than originally proposed.

2.10.11 Authorized Personnel:

- a. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- b. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.
- c. The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
- d. If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:
  - 1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
  - 2) Provide to the Division of Purchasing and Materials Management the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
  - 3) Submit to the Division of Purchasing and Materials Management a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- e. In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

2.10.12 Contractor Status - The contractor is an independent contractor and shall not represent the contractor or the contractor's employees to be employees of the State of Missouri or an agency of the State of Missouri. The contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

2.10.13 Coordination - The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.

2.10.14 Property of State - All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri.

#### 2.10.15 Confidentiality:

- a. In the process of performing the requirements of the contract, the contractor and/or the contractor's personnel may become aware of information required by law to be kept confidential. Therefore, the contractor and/or the contractor's personnel must not at any time disclose, directly or indirectly, any information gained during the performance of the janitorial services.
- b. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.
- c. If required by the state agency, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.

#### 2.10.16 Publicity - Any publicity release mentioning contract activities shall reference the contract number and the state agency. Any publications, including audiovisual items produced with contract funds, shall give credit to the contract and the state agency. The contractor shall obtain approval from the state agency prior to the release of such publicity or publications.

#### 2.10.17 Contractor Equipment Use:

- a. Title - Title to any equipment required by the contract shall be held by and vested in the contractor. The State of Missouri shall not be liable in the event of loss, incident, destruction, theft, damage, etc., for the equipment. It shall be the contractor's sole responsibility to obtain insurance coverage for such loss in an amount that the contractor deems appropriate.
- b. Liability - The contractor shall agree that the State of Missouri shall not be responsible for any liability incurred by the contractor or the contractor's employees arising out of the ownership, selection, possession, leasing, rental, operation, control, use, maintenance, delivery, return, and/or installation of equipment provided by the contractor, except as otherwise provided in the contract.

### **3. PROPOSAL SUBMISSION INFORMATION**

#### **3.1 Proposal Submission Instructions:**

- 3.1.1 ELECTRONIC SUBMISSION OF PROPOSALS THROUGH THE ON-LINE BIDDING/VENDOR REGISTRATION SYSTEM WEB SITE IS NOT AVAILABLE FOR THIS RFP.
- 3.1.2 Recycled Products - The State of Missouri recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the offeror is requested to print the proposal double sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy proposals may be submitted in a notebook or binder.
- 3.1.3 Open Records - Pursuant to section 610.021, RSMo, the offeror's proposal shall be considered an open record after a contract is executed or all proposals are rejected. At that time, all proposals are scanned into the Division of Purchasing and Materials Management imaging system.
- a. The scanned information will be available for viewing through the Internet from the Division of Purchasing and Materials Management Awarded Proposal & Contract Document Search system. Therefore, the offeror is advised not to include any information in the proposal that the offeror does not want to be viewed by the public, including personal identifying information such as social security numbers.
  - b. In preparing a proposal, the offeror should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposals and should limit proposal content to items that provide substance, quality of content, and clarity of information.
- 3.1.4 Questions Regarding the RFP – Except as may be otherwise stated herein, the offeror and the offeror's agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the solicitation process, the evaluation, etc., to the buyer of record indicated on the first page of this RFP. Inappropriate contacts to other personnel are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer.
- a. The buyer may be contacted via e-mail or phone as shown on the first page, or via facsimile to 573-526-9816.
  - b. Only those questions which necessitate a change to the RFP will be addressed via an amendment to the RFP. Written records of the questions and answers will not be maintained. Offerors are advised that any questions received less than ten calendar days prior to the RFP opening date may not be addressed.
  - c. The offeror may contact the Office of Equal Opportunity (OEO) regarding MBE/WBE certification or subcontracting with MBE/WBE companies.
- 3.2 Proposal Submittal Documentation** - The offeror should include completed copies of each exhibit and any other documentation requested or required herein with the proposal. The offeror is cautioned that it is the offeror's sole responsibility to submit requested information and that the State of Missouri is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may adversely affect the evaluation of the proposal.
- 3.2.1 Pricing – The offeror must provide pricing as required on the Pricing Page.
- 3.2.2 Experience - The offeror should complete Exhibit A with information related to previous and current services/contracts performed by the offeror's organization which are similar to the requirements of this RFP. If the offeror is proposing an entity other than the offeror to perform the required services, the offeror should also submit the information requested for such proposed subcontractor. If information

about current and/or previous experiences is not identified in the proposal or if a sufficient number is not provided, the Division of Purchasing and Materials Management may request such information. If requested, the Division of Purchasing and Materials Management must receive the information by no later than the date specified by the Division of Purchasing and Materials Management at the time of the request.

- 3.2.3 The offeror should complete and submit Exhibit B, Miscellaneous Information.
- 3.2.4 Familiarity with the Building – The offeror must be familiar with the building. In order to be considered *familiar* with the building, the offeror must either have attended the scheduled tour or have knowledge of the building and any existing conditions and factors of the building that may affect the performance of the required services.
- a. The state agency will provide the Division of Purchasing and Materials Management with the attendance record documenting the offerors who attended the scheduled tour. The offeror shall be responsible for ensuring the offeror's attendance at the tour is documented. If the attendance record does not document the offeror's attendance at the tour, the offeror will not be recognized for having attended the tour.
  - b. If the offeror did not attend the scheduled tour, the offeror must provide relevant information regarding the offeror's knowledge of the building and any existing conditions and factors of the building that may affect the performance of the required services. Space is provided for the offeror to provide such information on Exhibit B, Miscellaneous Information.
    - 1) For purposes of this procurement, an offeror will be considered knowledgeable of the building for reasons including, but not necessarily limited to, providing janitorial services in the building within the past three years.
    - 2) The offeror is advised that a review of building floor plans, an independent public viewing of the building, or discussions with state personnel regarding the building shall not, for janitorial purposes, satisfy the requirement regarding an offeror having knowledge of the building.
- 3.2.5 Affidavit of Work Authorization and Documentation - Pursuant to section 285.530, RSMo, if the offeror meets the section 285.525, RSMo, definition of a "business entity" (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the offeror must affirm the offeror's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The offeror should complete applicable portions of Exhibit C, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit C must be submitted prior to an award of a contract.
- 3.2.6 Attachment 1 is required after contract award and is not needed with the proposal submission.
- 3.2.7 Business Compliance - The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The offeror shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include but not necessarily be limited to:
- a. Registration of business name (if applicable)
  - b. Certificate of authority to transact business/certificate of good standing (if applicable)
  - c. Taxes (e.g., city/county/state/federal)
  - d. State and local certifications (e.g., professions/occupations/activities)

- e. Licenses and permits (e.g., city/county license, sales permits)
- f. Insurance (e.g., worker's compensation/unemployment compensation)

**3.3 Competitive Negotiation of Proposals** - The offeror is advised that under the provisions of this Request for Proposal, the Division of Purchasing and Materials Management reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

- 3.3.1 Negotiations may be conducted in person, in writing, or by telephone.
- 3.3.2 Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing and Materials Management reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer.
- 3.3.3 Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- 3.3.4 The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing and Materials Management determines that a change in such requirements is in the best interest of the State of Missouri.

**3.4 Evaluation and Award Process** - Proposals will be evaluated and awards made as specified below:

- 3.4.1 Determination of Lowest Priced Offeror including Consideration of Preferences – The offeror with the most points after completing the cost calculations and determining bonus points as specified below is considered the lowest offeror.

a. Objective Evaluation of Cost – The objective evaluation of cost shall be conducted as follows:

- 1) Objective Evaluation of Cost – The objective evaluation of cost shall be based on a total annual cost determined using the per square foot, per month prices stated on the Pricing Page for the original contract period and each potential renewal period and the total square footage amount of the building as listed in the Background Information section of the RFP.
- 2) Cost points shall be computed from the result of the calculation stated above using a scale of 200 possible points and the following formula:

$$\frac{\text{Lowest Responsive Offeror's Price}}{\text{Compared Offeror's Price}} \times 200 = \text{Cost evaluation points}$$

- 3) Offerors shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The State of Missouri makes no guarantee regarding the accuracy of the quantities stated nor does the State of Missouri intend to imply that the figures used for the cost evaluation in any way reflect actual nor anticipated usage.
- b. Organizations for the Blind and Sheltered Workshop Preference - Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, a ten (10) bonus point preference shall be granted to offerors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo.

- 1) In order to qualify for the ten bonus points, the following conditions must be met and the following evidence must be provided:
  - The offeror must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
  - The services performed or the products provided by an organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop is utilized, to any extent, in the offeror's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
  - If the offeror is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the offeror must provide the following information with the proposal:
    - ✓ Participation Commitment - The offeror must complete Exhibit D, Participation Commitment, by identifying the organization for the blind or sheltered workshop and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the offeror submitting the proposal is an organization for the blind or sheltered workshop, the offeror must be listed in the appropriate table on the Participation Commitment Form.
    - ✓ Documentation of Intent to Participate – The offeror must either provide a properly completed Exhibit E, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by the organization for the blind or sheltered workshop proposed or must provide a letter of intent signed and dated no earlier than the RFP issuance date by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop). If the offeror submitting the proposal is an organization for the blind or sheltered workshop, the offeror is not required to complete Exhibit E, Documentation of Intent to Participate Form or provide a recently dated letter of intent.
- 2) A list of Missouri sheltered workshops can be found at the following internet address:  
<http://www.dese.mo.gov/divspeced/shelteredworkshops/index.html>.
- 3) The websites for the Missouri Lighthouse for the Blind and the Alaphointe Association for the Blind can be found at the following internet addresses:  
<http://www.lhbindustries.com> and <http://www.alphapointe.org>
- 4) Commitment – If the offeror's proposal is awarded, the organization for the blind or sheltered workshop participation committed to by the offeror on Exhibit D, Participation Commitment, shall be interpreted as a contractual requirement.

- c. Missouri Service-Disabled Veteran Business Enterprise Preference - Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, a three (3) bonus point preference shall be granted to offerors who qualify as Missouri service-disabled veteran business enterprises and who complete and submit Exhibit F, Missouri Service-Disabled Veteran Business Enterprise Preference with the proposal. If the proposal does not include the completed Exhibit F and the documentation specified on Exhibit F in accordance with the instructions provided therein, no preference points will be applied.
- 3.4.2 Determination of Responsiveness - Any proposal which does not comply with the mandatory requirements of the RFP will be determined to be non-responsive and will not be considered for an award.
- 3.4.3 Determination of Responsibility and Reliability - The state shall determine the responsibility and reliability of the lowest responsive offeror.
- a. The State of Missouri reserves the right to reject any proposal for reasons which may include but not necessarily be limited to: (1) receipt of any information, from any source, regarding unsatisfactory experience/performance of similar services by the offeror or any subcontractor(s) proposed to provide the Janitorial services within the past three (3) years, or (2) inability of the offeror to document performance of janitorial services within the past three years which are similar to the services required herein, particularly provided in a similar sized office building for a period of not less than twelve consecutive months, or (3) the offeror's failure to document familiarity with the building. In addition, the State of Missouri reserves the right to reject a proposal from one or more evaluations if the offeror has not had concurrent experience providing janitorial services for the number of buildings proposed and/or experience providing janitorial services for the total of the square footage of the buildings proposed.
  - b. If the lowest responsive offeror is determined to not be responsible and reliable, the state shall conduct a determination of responsibility and reliability for the next lowest responsive offeror.
- 3.4.4 Determination of Award - The contract will be awarded to the lowest, responsive, and responsible and reliable offeror determined as specified herein.

**4. PRICING PAGE**

- 4.1 Janitorial Services** - The offeror shall provide a firm, fixed per square foot, per month price for the original contract period and a maximum per square foot, per month price for each potential renewal period for providing services in accordance with the provisions and requirements specified herein. All costs associated with providing the services shall be included in the stated prices.

<b>Line Item</b>	<b>Description</b> c/s code: 91039	<b>Original Contract Period</b> <b>Firm, Fixed Price</b>	<b>First Renewal Period</b> <b>Maximum Price</b>	<b>Second Renewal Period</b> <b>Maximum Price</b>
001	Janitorial Services	\$ _____ per square foot, per month	\$ _____ per square foot, per month	\$ _____ per square foot, per month

**EXHIBIT A****CURRENT/PRIOR EXPERIENCE VERIFICATION**

The offeror should copy and complete this form documenting the offeror and subcontractor's current/prior experience considered relevant to the services required herein. In addition, the offeror is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

<b>Offeror Name or Subcontractor Name:</b> _____	
<b>Reference Information (Current/Prior Services Performed For):</b>	
Name and Address of Reference Company:	
Name, Title, Telephone Number, and Email Address of Reference Contact Person:	
Dates of Service:	
If contract has terminated, specify reason:	
Annual Dollar Value of Services	
Description of the Building (e.g. office bldg, warehouse, doctor's office, etc.) and Number of People Occupying the Building	
Square Footage of the Building	Total Square Feet Cleaned: _____ Square Feet of Carpeted Area: _____ Square Feet of Hard Surface Floors: _____
Description of Prior Services Performed, Including <ul style="list-style-type: none"> <li>• Whether the offeror Provided the Cleaning Equipment/Supplies and Chemicals</li> <li>• Whether the offeror Performed the Carpet Cleaning</li> <li>• Whether a Day Porter/Matron was Provided</li> </ul>	

**EXHIBIT B**

### MISCELLANEOUS INFORMATION

**Familiarity with the Building** - If the offeror did not attend the scheduled tour, the offeror must provide relevant information regarding the offeror's knowledge of the buildings and any existing conditions and factors of the buildings that may affect the performance of the required services.

[illegible]

**Current/Prior Contracts:** The offeror should identify all of the buildings for which the offeror is currently or has provided janitorial services within the past five (5) years, the type of buildings, dates of the services provided, and the total square footage of the area being cleaned.

[illegible]

**EXHIBIT B (continued)**

**Proposed Subcontractor** - The offeror should identify any subcontractor(s) proposed to provide any of the services required herein. If the offeror fails to identify the proposed subcontractor(s), the Division of Purchasing and Materials Management reserves the right to request such information.

<b>Proposed Subcontractor Provide Name and Address</b>	<b>Identify the Service Proposed to be Provided by the Proposed Subcontractor</b>

**Outside United States**

If any products and/or services offered under this RFP are being manufactured or performed at sites outside the United States, the offeror MUST disclose such fact and provide details in the space below or on an attached page.

Are products and/or services being manufactured or performed at sites outside the United States?	Yes _____	No _____
Describe and provide details:		

**Employee/Conflict of Interest:**

Offerors who are elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the offeror or any owner of the offeror's organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information:	
Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:	
If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed:	
Percentage of ownership interest in offeror's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:	_____ %

**EXHIBIT C**  
**BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,**  
**AND AFFIDAVIT OF WORK AUTHORIZATION**

**BUSINESS ENTITY CERTIFICATION:**

**The offeror must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.**

<b><u>BOX A:</u></b>	To be completed by a non-business entity as defined below.
<b><u>BOX B:</u></b>	To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at <a href="http://www.dhs.gov/files/programs/gc_1185221678150.shtm">http://www.dhs.gov/files/programs/gc_1185221678150.shtm</a>
<b><u>BOX C:</u></b>	To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

**Business entity**, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

**BOX A – CURRENTLY NOT A BUSINESS ENTITY**

I certify that \_\_\_\_\_ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- ☐ - I am a self-employed individual with no employees; **OR**
- ☐ - The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if \_\_\_\_\_ (Company/Individual Name) is awarded a contract for the services requested herein under \_\_\_\_\_ (RFP Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, \_\_\_\_\_ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Division of Purchasing and Materials Management with all documentation required in Box B of this exhibit.

\_\_\_\_\_  
 Authorized Representative's Name (Please Print)

\_\_\_\_\_  
 Authorized Representative's Signature

\_\_\_\_\_  
 Company Name (if applicable)

\_\_\_\_\_  
 Date

**EXHIBIT C, continued**

***(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)***

**BOX B – CURRENT BUSINESS ENTITY STATUS**

I certify that \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530.

\_\_\_\_\_  
Authorized Business Entity Representative's  
Name (Please Print)

\_\_\_\_\_  
*Authorized Business Entity  
Representative's Signature*

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

As a business entity, the offeror must perform/provide each of the following. The offeror should check each to verify completion/submission of all of the following:

- ☐ - Enroll and participate in the E-Verify federal work authorization program (Website: [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm); Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- ☐ - Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the offeror's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the offeror's name and the MOU signature page completed and signed, at minimum, by the offeror and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the offeror's name and company ID, then no additional pages of the MOU must be submitted;

AND

- ☐ - Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

**EXHIBIT C, continued****AFFIDAVIT OF WORK AUTHORIZATION:**

The offeror who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now \_\_\_\_\_ (Name of Business Entity Authorized Representative) as \_\_\_\_\_ (Position/Title) first being duly sworn on my oath, affirm \_\_\_\_\_ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that \_\_\_\_\_ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

*In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)*

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
E-Verify Company ID Number

Subscribed and sworn to before me this \_\_\_\_\_ of \_\_\_\_\_. I am  
(DAY) (MONTH, YEAR)  
commissioned as a notary public within the County of \_\_\_\_\_, State of  
(NAME OF COUNTY)  
\_\_\_\_\_, and my commission expires on \_\_\_\_\_.  
(NAME OF STATE) (DATE)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Date

**EXHIBIT C, continued**

**(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)**

**BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS**

I certify that \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the offeror's name and the MOU signature page completed and signed by the offeror and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** or **Public University\*** to Which Previous E-Verify Documentation Submitted: \_\_\_\_\_

(\*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

**Date** of Previous E-Verify Documentation Submission: \_\_\_\_\_

Previous **Proposal/Contract Number** for Which Previous E-Verify Documentation Submitted: \_\_\_\_\_ (if known)

\_\_\_\_\_  
Authorized Business Entity Representative's  
Name (Please Print)

\_\_\_\_\_  
*Authorized Business Entity  
Representative's Signature*

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
E-Verify MOU Company ID Number

**FOR STATE OF MISSOURI USE ONLY**

Documentation Verification Completed By:

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

**EXHIBIT D**  
**PARTICIPATION COMMITMENT**

**Organization for the Blind/Sheltered Workshop Participation Commitment** – If the offeror is committing to participation by or if the offeror is a qualified organization for the blind/sheltered workshop, the offeror must provide the required information in the table below for the organization proposed and must submit the completed exhibit with the offeror's proposal.

<b>Organization for the Blind/Sheltered Workshop Commitment Table</b>	
By completing this table, the offeror commits to the use of the organization at the greater of \$5,000 or 2% of the actual total dollar value of contract.	
(The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)	
<b>Name of Organization for the Blind or Sheltered Workshop Proposed</b>	<b>Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop</b> <i>The offeror should also include the paragraph number(s) from the RFP which requires the service the organization for the blind/sheltered workshop is proposed to perform.</i>
1.	Product/Service(s) proposed: ----- RFP Paragraph References:
2.	Product/Service(s) proposed: ----- RFP Paragraph References:

**EXHIBIT E****DOCUMENTATION OF INTENT TO PARTICIPATE**

If the offeror is proposing to include the participation of an Organization for the Blind/Sheltered Workshop in the provision of the products/services required in the RFP, the offeror must either provide a letter of intent, signed and dated no earlier than the RFP issuance date, from each organization documenting the following information, or complete and provide this Exhibit with the offeror's proposal.

*~ Copy This Form For Each Organization Proposed ~*

Offeror Name: \_\_\_\_\_

**This Section To Be Completed by Participating Organization:**

*By completing and signing this form, the undersigned hereby confirms the intent of the named participating organization to provide the products/services identified herein for the offeror identified above.*

Indicate appropriate business classification(s):

\_\_\_\_\_ Organization for the Blind

\_\_\_\_\_ Sheltered Workshop

Name of Organization  
For the Blind or  
Sheltered Workshop

Contact Name: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

City: \_\_\_\_\_

Fax #: \_\_\_\_\_

State/Zip: \_\_\_\_\_

Certification # \_\_\_\_\_

(or attach copy of certification)

Certification Expiration Date: \_\_\_\_\_

Describe the products/services you (*as the participating organization*) have agreed to provide:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Authorized Signature:**

\_\_\_\_\_  
*Authorized Signature of Participating Organization  
For the Blind or Sheltered Workshop*

\_\_\_\_\_  
*Date  
(No earlier than RFP  
issuance date)*

**EXHIBIT F****MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE**

Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, the Division of Purchasing and Materials Management (DPMM) has a goal of awarding three (3) percent of all contracts for the performance of any job or service to qualified service-disabled veteran business enterprises (SDVEs). (See below for definitions included in section 34.074, RSMo.)

**DEFINITIONS:**

**Service-Disabled Veteran (SDV)** is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

**Service-Disabled Veteran Business Enterprise (SDVE)** is defined as a business concern:

- Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- The management and daily business operations of which are controlled by one or more service-disabled veterans.

**STANDARDS:**

The following standards shall be used by the DPMM in determining whether an individual, business, or organization qualifies as a SDVE

- Doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;
- Having not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs.
- Having the management and daily business operations controlled by one (1) or more SDVs;
- Having a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) and a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs; and
- Possessing the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

If the offeror meets the standards of a qualified SDVE as stated above, the offeror **must** provide the following with the proposal in order to receive the Missouri SDVE preference of a three-point bonus over a non-Missouri SDVE unless previously submitted within the past five (5) years to a Missouri state agency or public university:

- a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty),
- a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs, and
- a completed copy of this exhibit.

**MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE (continued)**

(NOTE: For ease of evaluation, please attach a copy of the SDV's award letter or a copy of the SDV's discharge paper, and a copy of the SDV's documentation certifying disability to this Exhibit. The SDV's award letter, the SDV's discharge paper, and the SDV's documentation certifying disability shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

If the SDVE previously submitted copies of the SDV's documents (a copy of the SDV's award letter or a copy of the SDV's discharge paper, and a copy of the SDV's documentation certifying disability) to a Missouri state agency or public university within the past five (5) years, the SDVE should provide the information requested below.

Name of **Missouri State Agency** or **Public University\*** to which the SDV's documents were submitted:

(\*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

**Date** of Previous SDV's Documents were Submitted: \_\_\_\_\_

Previous **Bid/Contract Number** for Which SDV's Documents were Submitted: \_\_\_\_\_ (if known)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business enterprise as defined in section 34.074, RSMo. I further certify that I meet the standards of a qualifying SDVE as listed above pursuant to 1 CSR 40-1.050.

\_\_\_\_\_  
Service-Disabled Veteran's Name  
(Please Print)

\_\_\_\_\_  
Service-Disabled Veteran Business Enterprise Name

\_\_\_\_\_  
Service-Disabled Veteran's Signature

\_\_\_\_\_  
Missouri Address of Service-Disabled Veteran  
Business Enterprise

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Website Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

(NOTE: A qualified SDVE will be added to the SDVE listing maintained on the DPMM's website ([www.oa.mo.gov/purch/vendorinfo/sdve.html](http://www.oa.mo.gov/purch/vendorinfo/sdve.html)) for up to five (5) years from the date listed above. However, if it has been determined that the SDVE at any time no longer meets the requirements stated above, the DPMM will remove the SDVE from the listing.)

**FOR STATE USE ONLY**

SDV Documents - Verification Completed By:

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

**ATTACHMENT #1**

***(DO NOT INCLUDE WITH BID SUBMISSION – FOR USE UPON CONTRACT AWARD ONLY)***

**OFFICE OF ADMINISTRATION,**  
**DIVISION OF FACILITIES MANAGEMENT,**  
**DESIGN & CONSTRUCTION**

**AUTHORIZATION FOR RELEASE OF INFORMATION**

TO WHOM IT MAY CONCERN:

I hereby authorize and request release to the State of Missouri, Office of Administration, Division of Facilities Management, Design & Construction any and all records and information, including, but not limited to, originals or copies of any records, documents, reports, and criminal history record.

I understand that the Office of Administration, Division of Facilities Management, Design & Construction may conduct and/or review a background investigation before rendering a decision regarding my eligibility to perform services for the Office of Administration, Division of Facilities Management, Design & Construction, and that this authorization is a part of that investigation.

I voluntarily agree to cooperate in such investigation, and release from all liability or responsibility the State of Missouri, Office of Administration, Division of Facilities Management, Design & Construction, and all other persons, firms, corporations, and institutions supplying the above requested information.

\_\_\_\_\_  
Applicant's Name (Please Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Birth date

\_\_\_\_\_  
Applicant's Social Security Number

**STATE OF MISSOURI  
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT  
TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL**

**1. TERMINOLOGY/DEFINITIONS**

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing and Materials Management (DPMM)**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an RFP or to a contract.
- c. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- e. **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- f. **Buyer** means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified opening date and time.
- j. **Request for Proposal (RFP)** means the solicitation document issued by the DPMM to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition.
- m. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

**2. APPLICABLE LAWS AND REGULATIONS**

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DPMM.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

**3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT**

- a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from the DPMM, unless the RFP specifically refers the offeror to another contact. Such e-mail, fax, or phone communication should be received at least ten calendar days prior to the official proposal opening date.
- b. Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP opening date may not be answered.
- c. Offerors are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anticompetitive conduct by offerors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The RFP is available for viewing and downloading on the state's On-Line Bidding/Vendor Registration System website. Registered offerors are electronically notified of the proposal opportunity based on the information maintained in the State of Missouri's vendor database. If a registered offeror's e-mail address is incorrect, the offeror must update the e-mail address themselves on the state's On-Line Bidding/Vendor Registration System website.
- f. The DPMM reserves the right to officially amend or cancel an RFP after issuance. It shall be the sole responsibility of the offeror to monitor the State of Missouri On-Line Bidding/Vendor Registration System website at: <https://www.moolb.mo.gov> to obtain a copy of the amendment(s). Registered offerors who received e-mail notification of the proposal opportunity when the RFP was established and registered offerors who have responded to the RFP on-line prior to an amendment being issued will receive e-mail notification of the amendment(s). Registered offerors who received e-mail

notification of the proposal opportunity when the RFP was established and registered offerors who have responded to the proposal on-line prior to a cancellation being issued will receive e-mail notification of a cancellation issued prior to the exact closing time and date specified in the RFP.

#### 4. PREPARATION OF PROPOSALS

- a. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. In the event that the offeror is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such an offeror may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses. The offeror should include a complete list of statutory references and citations for each provision of the RFP, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing by DPMM or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by DPMM. If DPMM determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP.
- f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Proposals, including all prices therein, shall remain valid for 90 days from proposal opening or Best and Final Offer (BAFO) submission unless otherwise indicated. If the proposal is accepted, the entire proposal, including all prices, shall be firm for the specified contract period.
- i. Any foreign offeror not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

#### 5. SUBMISSION OF PROPOSALS

- a. Proposals may be submitted by delivery of a hard copy to the DPMM office. Electronic submission of proposals by registered offerors through the State of Missouri's On-Line Bidding/Vendor Registration System website is not available unless stipulated in the RFP. Delivered proposals must be sealed in an envelope or container, and received in the DPMM office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the DPMM post office box address. However, it shall be the responsibility of the offeror to ensure their proposal is in the DPMM office (address listed above) no later than the exact opening time and date specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically by a registered offeror may be modified on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically by a registered offeror may be canceled on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a proposal shall not be honored.
- e. A proposal may also be withdrawn after the proposal opening through submission of a written request by an authorized representative of the offeror. Justification of withdrawal decision may include a significant error or exposure of proposal information that may cause irreparable harm to the offeror.
- f. When submitting a proposal electronically, the registered offeror indicates acceptance of all RFP terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Offerors delivering a hard copy proposal to DPMM must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so may result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.
- g. Faxed proposals shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

#### 6. PROPOSAL OPENING

- a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening. All vendors may view the same proposal response information on the state's On-Line Bidding/Vendor Registration System website. The contents of the responses shall not be disclosed at this time.
- b. Proposals which are not received in the DPMM office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

#### 7. PREFERENCES

- a. In the evaluation of proposals, preferences shall be applied in accordance with chapter 34, RSMo, other applicable Missouri statutes, and applicable Executive Orders. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, mined, processed or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.

- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

## **8. EVALUATION/AWARD**

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by an offeror shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with chapter 34, RSMo, other applicable Missouri statutes, and all applicable Executive Orders.
- e. In the event all offerors fail to meet the same mandatory requirement in an RFP, DPMM reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. The DPMM reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from an offeror, from offeror's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
- j. Any award of a contract shall be made by notification from the DPMM to the successful offeror. The DPMM reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to section 610.021, RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. The DPMM posts all proposal results on the On-line Bidding/Vendor Registration System website for all vendors to view for a reasonable period after proposal award and maintains images of all proposal file material for review. Offerors who include an e-mail address with their proposal will be notified of the award results via e-mail.
- m. The DPMM reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- n. Any proposal award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).
- o. The final determination of contract(s) award shall be made by DPMM.

## **9. CONTRACT/PURCHASE ORDER**

- a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) DPMM's acceptance of the proposal by "notice of award" or by "purchase order." All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- c. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

## **10. INVOICING AND PAYMENT**

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

## **11. DELIVERY**

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

## **12. INSPECTION AND ACCEPTANCE**

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

### **13. WARRANTY**

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DPMM, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

### **14. CONFLICT OF INTEREST**

- a. Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

### **15. REMEDIES AND RIGHTS**

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

### **16. CANCELLATION OF CONTRACT**

- a. In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DPMM within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DPMM will issue a notice of cancellation terminating the contract immediately. If it is determined the DPMM improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If the DPMM cancels the contract for breach, the DPMM reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DPMM deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

### **17. COMMUNICATIONS AND NOTICES**

Any notice to the offeror/contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the offeror/contractor.

### **18. BANKRUPTCY OR INSOLVENCY**

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DPMM immediately.
- b. Upon learning of any such actions, the DPMM reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

### **19. INVENTIONS, PATENTS AND COPYRIGHTS**

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

### **20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age,

disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

## **21. AMERICANS WITH DISABILITIES ACT**

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

## **22. FILING AND PAYMENT OF TAXES**

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore offeror's failure to maintain compliance with chapter 144, RSMo, may eliminate their proposal from consideration for award.

## **23. TITLES**

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

Revised 12-27-12